

**EXHIBIT 5**

**BEST AVAILABLE COPY**

LAW OFFICES  
BARRY R. LIPSITZ  
BRADFORD GREEN  
755 MAIN STREET  
MONROE, CONNECTICUT 06468

PATENTS TRADEMARKS, COPYRIGHTS

BARRY R. LIPSITZ  
RALPH F. HOPPIN  
DOUGLAS M. MCALLISTER

TELEPHONE (203) 459-0200  
FACSIMILE (203) 459-0201

March 17, 2000

Peter D. Fante, Esq.  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, NY 10104-0050

Dear Peter:

In accordance with our discussions, I will proceed to investigate the possibility of obtaining patent protection on your proposed business method for providing a web-based system for ordering services, such as office food delivery, and providing associated reporting and payment functions to clients such as law firms, consulting firms, advertising firms and the like.

Prior to commencing this work, the Rules of Professional Conduct of the Connecticut Bar Association, which govern all aspects of the attorney-client relationship, require us to inform all new clients in writing of the scope of the work to be performed and the basis on which you will be charged. While the tone and style of this letter may seem quite formal, this letter represents our effort to be certain that our professional relationship is clearly set forth at the outset.

The legal services to be performed will include a review of your proposed business method and consideration of its patentability. If we believe that there is potentially patentable subject matter, you indicated that you want to proceed with the filing of a patent application in the United States. While we agree to represent you to the best of our ability, you must understand that no results can be guaranteed.

Our fees for legal services to be performed in connection with this matter will be based on the amount of time expended. My personal hourly rate is presently [REDACTED] per hour. My associates' time is currently billed at rates ranging from [REDACTED] per hour. As these rates may be modified over time, our statements will reflect the rates in effect at the time the invoiced services are performed. It is our practice to charge clients regular hourly rates for time devoted to travel in connection with business for our clients.

BEST AVAILABLE COPY

Costs or disbursements we advance on your account will be charged to you. Such costs will include government fees, authorized travel expenses, messenger service, expedited mail, filing fees and other out-of-pocket expenses which we reasonably incur in connection with our representation of you.

As I mentioned to you, I estimate that our fees for preparing a patent application will be in the range of [REDACTED]. In addition, the disbursements (primarily government fees) for filing the application will be about [REDACTED].

Our statements are rendered monthly. We expect payment upon rendition of our statements and in no event later than 30 days. If we anticipate a large expenditure during the month, we may contact you to arrange for a retainer. We will also require a retainer to get started, and our debit note for this retainer is attached.

You may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and providing written instructions for the disposition of your papers and property which are in our possession. Upon such termination, your papers and property will be returned to you promptly upon our receipt of payment of outstanding statements for services and disbursements and our final bill. Our files pertaining to the matter will be retained.

The Rules of Professional Conduct describe several examples of conduct or circumstances that require or allow us to withdraw from representing a client:

- nonpayment of fees or disbursements;
- misrepresentation or failure to disclose material facts;
- action contrary to our advice; and
- conflict of interest with another client.

In some cases we may continue to represent you, with your permission. In some cases, we will not continue to represent you. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal.

If this letter states the terms and conditions of an engagement and billing basis which are acceptable to you, please indicate your approval and agreement by signing the enclosed copy of this letter and returning the same to me.

Thank you for your cooperation and patience as we address these preliminary business matters.

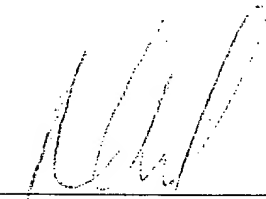
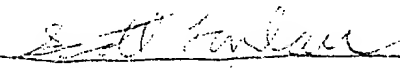
Very truly yours,



Barry R. Lipsitz

BRL/mh  
Enclosures

The foregoing is approved and accepted as of the date of this letter.

  
\_\_\_\_\_  
Peter Fante  
\_\_\_\_\_  
Scott Landace

**BEST AVAILABLE COPY**